APPENDIX D TO DIR CONTRACT NO. DIR-SDD-1656

APPLICATION SOFTWARE EXHIBIT

This Application Software Exhibit to DIR Contract No. DIR-SDD-1656 (the "Application Software Exhibit") applies to Customer's use of Application Software provided by EMC under DIR Contract No. DIR-SDD-1656. In the event of a conflict between DIR Contract No. DIR-SDD-1656 and this Application Software Exhibit, the DIR Contract shall govern. Capitalized terms used but not defined in this Application Software Exhibit shall have the meanings ascribed to such terms in the General Terms and Conditions.

1. DEFINITIONS.

A. **"Application Software"** means EMC application software identified on a Quote issued by EMC.

2. LICENSE GRANT. Subject to Customer's compliance with DIR Contract No. DIR-SDD-1656, including, without limitation, this Application Software Exhibit, the Product Notice, and payment of all license fees set forth on the applicable invoice, EMC grants to Customer a nonexclusive, perpetual (except as otherwise set forth in the applicable Product Notice and/or Quote), and nontransferable license (with no right to sublicense) to use, for internal business purposes only:

A. **Application Software.** Application Software for the number of applicable licensing units and/or in accordance with any other license terms or restrictions set forth in the Product Notice and/or Quote from the date of shipment or electronic availability of such Application Software.

B. **Documentation.** Documentation, as provided solely for purposes of supporting Customer's use of the Application Software.

3. LICENSE RESTRICTIONS. All Application Software licenses granted herein are for use of object code only. Customer may copy the Application Software for backup purposes only, and may copy Documentation as reasonably necessary in connection with Customer's authorized internal use of the Application Software. Customer shall not, to the extent allowable by the Texas Public Information Act, without EMC's prior written consent, use Application Software in a service bureau or similar capacity, or copy, provide, disclose or otherwise make available Application Software in any form to anyone other than Customer's Users, who shall use Application Software solely for Customer's internal business purposes in a manner consistent with the applicable Quote, DIR Contract No. DIR-SDD-1656 and this Application Software Exhibit. Customer shall be fully responsible to EMC for the compliance of Customer's Users herewith.

4. DELIVERY. Application Software may be provided by shipment of physical media or by electronic means, if available. Title and risk of loss to physical media, if any, is governed by DIR Contract No. DIRSDD-1656.

5. SOFTWARE RELEASES. Software Releases of the Application Software provided by EMC are governed by this Application Software Exhibit and DIR Contract No. DIR-SDD-1656.

6. AUDIT RIGHTS. To the extent allowable by DIR Contract No. DIR-SDD-1656, EMC shall have the right to audit Customer's usage of the Application Software to confirm compliance the Application Software Exhibit and the Quote. Should such audit indicate usage of Application Software in excess of that for which Customer has paid, in addition to any other rights EMC may have for breach of DIR Contract No. DIR-SDD-1656, the Application Software Exhibit and the Quote, Customer shall promptly reconcile its account with EMC and pay the EMC invoice, if any, that results from such reconciliation in compliance with Chapter 2251, Texas Government Code.

7. TERMINATION OF APPLICATION SOFTWARE LICENSES. EMC may terminate licenses, without liability, if Customer breaches the terms governing use of the Application Software and fails to cure within thirty (30) days after receipt of EMC's written notice thereof. Customer may terminate any license for its convenience upon thirty (30) days' notice to EMC. Upon termination of the license governing the applicable Application Software, Customer shall cease all use and return or certify destruction of the applicable Application Software (including copies) to EMC, to the extent destruction is authorized under applicable records retention laws and policies. Sections 1, 3, 6 and 7 of this Application Software Exhibit shall survive any termination of licenses hereunder.